## After recording return to:

Snohomish, State of Washington, to-wit:

City of Marysville 1049 State Avenue Marysville, WA 98270

## **City of Marysville Utility Easement**

THIS INDENTURE made this day of	, 20	between
(owner), hereinafter referred to	to as "Grantor;"	and the
CITY OF MARYSVILLE, a municipal corporation of the State of Washington, h	hereinafter referre	ed to as
"Grantee," and (bank), hereinafter ref	ferred to as "Mor	rtgagee,"
WITNESSETH:		
WHEREAS, Grantor is the owner of certain lands and premises situated in the	he County of Sno	ohomish,
State of Washington described as follows:		
See <b>EXHIBIT A</b> attached hereto		
Abbreviated legal description A (i.e., lot, block, plat or quarter, section, township, range)	add'l on p	
Assessor's Tax Parcel ID#:		
and,		
WHEREAS, Grantee is desirous of acquiring certain rights and privileges acro	oss, over, under, th	ırough,
in and upon said lands and premises;		
NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and a	receipt of which i	s hereby
acknowledged, hereby conveys and grants to the Grantee, its successors and assigns a	and its contractors	s, agents,
permittees and licensees, the perpetual right, privilege and authority to construct, alter	r, improve, repair	, operate
and maintain storm drainage lines, and/or sanitary sewer lines, and/or water lines.	pipes and appur	tenances

## See **EXHIBIT B** attached hereto

across, over, under, through, in and upon the following described lands and premises situated in the County of

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition

as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:	MORTGAG	E HOLDER:			
Name or Co:	Bank:	Bank:			
Sign:	Sign:	Sign: Print:			
Print:	Print:				
Title:	Title:				
Mortgage Notary:					
STATE OF WASHINGTON	) )ss.				
COUNTY OF SNOHOMISH	)				
on oath stated that he/she/they w (title)	e me, and said person(s) acknowledged the s/were authorized to execute the instrume of (bank) ty for the uses and purposes mentioned in	nt and acknowledged it as the to be th			
	Dated this da	y of, 20			
	(Notary Signature)				
	(Print Name)	(Print Name)			
	NOTARY PUBLIC i	NOTARY PUBLIC in and for the State of Washington			
	Residing at (city):				
	My commission expir	res:			

Individual Notary:				
STATE OF WASHINGTON	)			
COUNTY OF SNOHOMISH	)ss. )			
I certify that I know or have satisf the person(s) who appeared before and acknowledged it to be his/her, instrument.	e me, and said pe	erson(s) acknowled	dged that he/she/they s	signed this instrument
		Dated this	day of	, 20
		(Notary Signa	ture)	
		(Print Name)		
		NOTARY PU	BLIC in and for the St	tate of Washington
		Residing at (ci	ity):	
		My commission	on expires:	
Representative or Company No				
COUNTY OF SNOHOMISH	) )ss. )			
I certify that I know or have satisfy the persons who appeared before to no ath stated that he/she/they was (title) and voluntary act of such party for	me, and said persons/were authorizeof (company)	son(s) acknowledg	ged that he/she/they signstrument and acknowl	gned this instrument, ledged him/her as the
		Dated this	day of	, 20
		(Notary Signa	ture)	
		(Print Name)		
		NOTARY PU	BLIC in and for the St	tate of Washington
		Residing at (ci	ity):	
		My commission	on expires:	<del></del>

Note: Do not write or stamp in 1" margins.